



Nannywage Ltd

CONTRACT OF EMPLOYMENT QUESTIONNAIRE

*Any sections that are not completed will be entered in the contract as a default answer
PLEASE COMPLETE IN BLOCK CAPITALS*

Nannywage Ltd offer this contract of employment as a free service as part of our payroll service. Our free service offers two copies only of the contract, one copy for the employer & one for the employee. Ensure that the terms & conditions you enter are the exact terms & conditions you require in the contract. Once the two original contracts have been sent to you any alterations you require to the original contracts are charged at 1 month subscription per 2 new original contracts. Although by law the employer must provide the nanny with a contract of employment within two months of the start of employment. Nannywage Ltd send Contracts of Employment with the first wageslip of the nanny employment. Future changes during the year are made at the discretion of Nannywage Ltd by addendum.

Employer Name

Employee Name

Children's _____ / _____ / _____
First Name
_____ / _____ / _____

1. **Date of Issue of contract (Today's Date)**.....
2. **Date of commencement of employment**.....
3. **Probationary period**
Normally **6** weeks. Please state if you require different time period _____ weeks
4. **Job Title** _____ (Nanny Housekeeper etc)
5. **Duties.** Standard duties statement is entered here, (see last page).
6. **Job description.** *To include any of the following conditions in the contract please **CIRCLE** the letters of the conditions you require*

A. Within your general duties and the requirements of this contract the detailed conduct of each day will be a matter for your professional judgement. You will be expected to take into account any preference and advice concerning the care of your charge.

B. These general duties include, nappy changing, washing, dressing, sun protection, comforting, playing, bathing as maybe required.

C. Attending clinics or doctors with the children as required.

D. Preparing suitable food and drink, presenting it at structured mealtimes and cleaning up afterwards.

E. Providing structured and spontaneous play activities, suitable to developmental stage. Indoors & out.

F. General tidying of rooms used in the execution of your daily duties.

G. Occasional use of the family car to carry out duties relating to visiting doctors, clinics, play groups, etc.

H. Car allowance per mile if employee uses own car for duties (Current HMRC allowances applied)

Please note we do not operate company car plans on the payroll

I. Contact employer in any emergency.

J. Undertake care of the job location and inform employer of any breakages

K. General cleaning of house, to include washing and ironing. (For the Children)

L. General household cleaning duties, including the cooking (For the Children)

Further conditions you wish to include in this section, enter here or attach your additions page

General conditions.

A) Allow employee one or more visitors to the job location, subject to prior consent. YES / NO

B) Include in job description, No alcohol to be consumed during working hours. YES / NO

C) Is there an employer pension scheme with this employment YES / NO

If YES we will contact you for the scheme details

7. Telephone / Computer / Domestic appliances.

Will you allow reasonable use of these facilities YES / NO

8. Smoking Will you be operating a complete no smoking policy YES / NO

9. Job Location As per the employer address YES/ NO If NO please give details

10. Accommodation

Is accommodation provided with this employment. YES / NO If Yes please give details. For example, within the family home or at a separate property that you will provide.

Family Home.... YES / NO Separate Property....YES / NO

Please Note;** If accommodation is provided as a condition of employment, and at a future date your employee is unable to fulfil their duties due to pregnancy or sickness and receives SSP or SMP and they are entitled to leave with full employment benefits, such as company car, pensions etc. This could, we understand, also include accommodation leaving you in the position of having an employee on long term employment absence and still living at your property. Secondly please ensure that, if you have a live-in employee, they understand that the accommodation is for them only and they agree to vacate the accommodation provided as at the leaving date of their employment, as per the Accommodation clause which you have brought to the notice of your employee, prior to them signing the contract and which they have read, understood and agreed **If you intend to have live in employees at your main residence or provide accommodation by renting on behalf of the employee or they are to live in a separate property that you own, please check with your insurance company that you have the correct employee/property/employer cover.

It is the opinion of Nannywage Ltd that, although only a possibility, the above situations could occur. Please consider carefully before including accommodation in employment.

11. Working overseas

Will your employee be required to work abroad YES / NO If Yes please give details

12. Meals.

These are at your discretion. Normally, the employee is provided with meals during working hours. YES / NO.

13. Review

The employer and employee will review the position after 1 month to ascertain that both parties are satisfied with the duties and terms of employment

YES / NO If NO Please give details _____

14. Remuneration

Please ensure remuneration details are the same as you entered on the payroll form

Your rate of pay is £ _____ Net / Gross per Month / Week.

To be paid calendar Monthly / Weekly in arrears on the last Friday of the Month / Week

15. Hours of work Please enter a complete working week schedule including start / finish times

You are employed Full Time / Part Time
You will/will not be required to work nights.
You will/will not be required to work weekends

Days to be worked Yes/No _____ **Total Hours** _____ **Start / Finish**

Monday _____ Hours of work _____ / _____

Tuesday _____ Hours of work _____ / _____

Wednesday _____ Hours of work _____ / _____

Thursday _____ Hours of work _____ / _____

Friday _____ Hours of work _____ / _____

Saturday _____ Hours of work _____ / _____

Sunday _____ Hours of work _____ / _____

16. Holidays Will you offer the statutory entitlement (As of 1st April 2009)
of 28 working days paid holiday pro rata per year
(This includes 8 bank holidays in England & Wales 9 in Scotland and 10 in Northern Ireland)

Please circle your location. England & Wales / Scotland / Northern Ireland

YES / NO If No please give details _____

Will the holiday entitlement year begin with the first day of the employment start

YES / NO If No please give details _____

Will you allow unused holiday entitlement to be carried forward to the next year? YES / NO

If YES. Do you want the usual restriction of 1 week maximum? YES

NO... Enter your own terms here _____

General Holiday conditions. These will be included, unless you delete the appropriate sentence.

- A.** Holidays should not be booked until dates have been agreed between both parties
- B.** Your holiday year begins as per your employment start.
- C.** The employee agrees to a pro-rata repayment of holiday pay if insufficient period worked.

17. Sickness Will you offer the normal self-certification of 7 days YES / NO

If No please give details _____

Please circle either option A and answer the questions or circle option B

A. You will pay the agreed salary per day for the first three days of sickness. YES / NO

If NO State how many days _____

How many days sickness pay will you pay in total per year _____ (6 days is a generous average)

OR B. You will not pay your employee from the first day of sickness, they will receive Statutory Sick Pay only.

18. Letter of Intent

Subscription to Nannywage Ltd commences on the first day of employment of the employee. Contracts of employment are sent with the FIRST wageslips for your employee. In compliance with employment law that an employer must provide written employment contracts within two months of employment start date.

Some employees may require a sign of good faith from a potential employer prior to employment start date. In these situations Nannywage Ltd will send you a Letter of employment intent, stating basic employment terms & conditions for you the employer to sign and give to your future employee.

DO YOU REQUIRE A EMPLOYMENT LETTER OF INTENT YES / NO

19. Confidentiality. (Standard statement entered here see below)

20. Termination. Standard statement (see below) covering notice and time totals

First **6** weeks employment **1** week notice YES / NO If NO give details Weeks _____/Notice _____

After **6** weeks employment **4** weeks notice YES / NO If NO give details Weeks _____/Notice _____

Statements

Probationary Period. The first (we enter the number you stated in section 3 of the questionnaire) weeks of your employment will be a probationary period during which time your performance and conduct will be monitored and appraised. At the end of that period, your employment will be reviewed and may be terminated if you are found for any reason whatsoever, to be incapable of carrying out or otherwise unsuitable, for your job.

Duties / Job description. Within your general duties and the requirements of this contract the detailed conduct of each day will be a matter for your professional judgement. You will be expected to take into account any preferences and advice concerning the care of your charge.

Sickness. If you cannot work because of illness, you must inform your employer as early as possible on the first day and each subsequent day when you are unable to work. Self-certification is allowed for X days after which a doctor's certificate must be provided. You may be paid (Option 1or2.) Thereafter, you may be entitled to statutory sick pay in accordance with statutory provisions.

Confidentiality. The terms of this contract are confidential and the employee agrees not to disclose to any third party any information whatsoever arising from, or connected in any way to, the employment of the employer. Including information gleaned by the employee, regarding the employer and the employer's family or business, during the course of employment.

Termination. This employment is not for a fixed term and there is no anticipated duration for your employment but it may be terminated by notice. In the first X weeks of employment X weeks notice is required on either side. After X weeks continuous service either the employer or the employee may terminate this contract by giving X weeks notice. If you leave without giving the proper notice or leave during your notice period, without the employer's agreement, the employer shall be entitled as a result of your agreement to the terms of this contract to deduct a day's pay for each day not worked during the notice period and any sum so deducted will be in full and final settlement of any claim by the employer for breach of contract. This deduction may be made from any final payment of salary, which may be due to you. If an employee is to be disciplined or dismissed, the literature on the standard procedure implementation is available upon request.

Accommodation. If accommodation within the family home, rented accommodation or a separate property owned by the employer is provided with the employment position. The employee agrees that the accommodation is for them only and will vacate the property at the leaving date of this employment. The employer offers the employment only on this condition and the employee has read, understood and agreed to this accommodation employment condition

Nannywage Ltd contracts of employment are not continuous with any other previous period of employment and are not for a fixed period. There is no anticipated duration of employment, which maybe terminated by notice. A new contract is required each calendar year or for new employees. Employers need to complete an on line contract questionnaire each subscription renewal or when employing new staff. Employers making changes to payroll must request addendums as these are not sent otherwise. Clients are sent two contracts of employment on receipt of a completed on line contract questionnaire. It is the responsibility of employers to ensure that they re-new their contracts each new employment year and have received two copies of the contract and that the employer and employee both agree the terms of the employment contract and both sign and date a copy each. Contracts are only issued in conjunction with a current Nannywage Ltd subscription. Nannywage Ltd group of companies accept no liability or loss whatsoever that maybe incurred for the content of the contract of employment as the questionnaire is offered as a guide only to the content that a employer may include in their contract with an employee and offer the free contract of employment service strictly on these terms.